

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 19, 2005

Division: Management Services

Bulk Item: Yes X No

Department: Group Insurance

AGENDA ITEM WORDING: Approval of an Interlocal Agreement between The Florida Keys Mosquito Control District and The Monroe County Board of County Commissioners. This agreement is to facilitate the transfer of health insurance coverage responsibilities for the employees of the District from the County to the District by setting out the respective duties of the District and the County for the transition period.

ITEM BACKGROUND: May 1, 2004 The Florida Keys Mosquito Control District withdrew from the Monroe County Insurance Plan.

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: The Florida Keys Mosquito Control District will reimburse the County for a 15 month period from May 1, 2004 through July 21, 2005 for claims processed and paid by the County for District employees through April 30, 2004. Valid administrative fees shall equal a 10% charge on claims validly processed and paid.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: Paid claims for 15 mos. Plus 10% Adm. Fees **BUDGETED:** Yes No

COST TO COUNTY: None

SOURCE OF FUNDS: N/A

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:

Sheila A. Barker

Sheila A. Barker

Division Director Management Services

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # C-8

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: The Florida Keys Mosquito Effective Date: May 1, 2004

Control District

Expiration Date: July 31, 2005

Contract Purpose/Description: Approval of an Interlocal Agreement between The Florida Keys Mosquito Control District to facilitate the transfer of health insurance coverage responsibilities from the County to the District by setting out the respective duties of the District and the County for the transition period..

Contract Manager: Maria Z. Fernandez
(Name)

4448
(Ext.)

Administrative Services
(Department)

for BOCC meeting on January 19, 2005

Agenda Deadline: January 4, 2005

CONTRACT COSTS

Total Dollar Value of Contract: \$15 months of Current Year Portion: \$ _____
paid claims plus 10% administrative fees

Budgeted? Yes ☐ No ☐ Account Codes: _____

Grant: \$ _____

County Match: \$ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr

For: _____

(Not included in dollar value above)

(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley A. Barker</u>	<u>12/28/04</u>
Risk Management	<u>1-4-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Daniels</u>	<u>1-4-05</u>
O.M.B./Purchasing	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>1/4/05</u>
County Attorney	<u>12-29-04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>12/29/04</u>

Comments: _____

**INTERLOCAL AGREEMENT
BETWEEN
THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT AND
MONROE COUNTY BOARD OF COMMISSIONERS**

THIS AGREEMENT, made and entered into by and among: Florida Keys Mosquito Control District (the "District"), through it's Board of Commissioners and the County of Monroe, State of Florida (the "County"), through it's Board of County Commissioners.

WITNESSETH

WHEREAS the District has determined that it is in the best interest of employees of the District to withdraw from the Monroe County Board of Commissioners Insurance Plan; and

WHEREAS the parties hereto recognize a continuing obligation to reimburse the County for claims processed for a period of 15 months from May 1, 2004 in order to make the County whole during the transition period; and

WHEREAS, Section 163.01(4) of the Florida Statutes provides "a public agency of the State of Florida may exercise jointly with another public agency of the State, or any other State or of the United States Government any power, privilege or authority which such agencies share in common and which each might exercise separately."

IN CONSIDERATION of the mutual promises herein contained, the parties agree to develop and enter into an agreement under the laws of the State of Florida, and the laws, rules and regulations of the United States of America.

NOW, THEREFORE, be it resolved that this Agreement be made and entered into by and between the District and the County.

I. PURPOSE:

The purpose of this Agreement is to facilitate the transfer of health insurance coverage responsibilities for the employees of the District from the County to the District by setting out the respective duties of the District and the County for the transition period. This is necessary to assure that claims accruing prior to May 1, 2004 are paid by the responsible party. Nothing in this Agreement prohibits the parties of this Agreement from entering into similar, but separate agreements with other local governments.

II. OBLIGATIONS OF THE DISTRICT:

A. Subject to the restrictions of Paragraph B, the District shall reimburse the County for health insurance claims and administrative fees validly processed and paid by

the County for District employees through April 30, 2004. Valid administrative fees shall equal a 10% charge on claims validly processed and paid.

B. The District shall not be obligated to reimburse any claims paid by the County which were not paid in accordance with the Monroe Board of County Commissioners Employee Benefit Plan as amended on March 19, 2003. Further, the District shall not be obligated to pay claims made by providers based upon amounts not reimbursed by the County as a result of the County applying a reimbursement discount which should not have been taken.

III. OBLIGATIONS OF THE COUNTY:

A. The County shall pay, or cause to be paid, benefits only in accordance with Monroe Board of County Commissioners Employee Benefit Plan as amended on March 19, 2003.

B. The County shall process and pay, or cause to be paid, all properly reimbursable claims incurred by a District employee prior to May 1, 2004, within 30 days of receipt by the County's third party administrator of the claim from any of the County's healthcare networks. Only claims paid in such manner will be considered validly processed and paid.

IV. TERM OF AGREEMENT:

The term of this agreement shall expire on July 31, 2005. This agreement may only be terminated prior to July 31, 2005 upon mutual agreement of the District and the County.

V. MISCELLANEOUS:

A. Entire Agreement. This Agreement contains the entire understanding between the parties hereto and supersedes any prior understandings and agreements between them respecting the subject matter of this Agreement.

B. Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

C. Waiver. Failure by either party hereto to enforce any rights under this Agreement may not be construed as a waiver of such rights. Any waiver, including waiver of default, in any one instance may not constitute a continuing waiver or a waiver in any other instance.

D. Titles and Captions. All article and section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

E. Amendments. No amendment(s) to this Agreement shall be binding unless in writing executed by both parties hereto.

F. Governing Law. The laws of the State of Florida shall govern this Agreement without reference to any conflict of laws provision. The parties hereto agree that all claims or actions under this Agreement will be brought and maintained in the courts of competent jurisdiction the State of Florida, unless preempted by federal law.

G. Counterparts. This Agreement may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at Monroe County, Florida, the day and year first above written.

SIGNATURES

COUNTY OF MONROE, STATE OF FLORIDA
BOARD OF COUNTY COMMISSIONERS

Dixie Spehar, Mayor

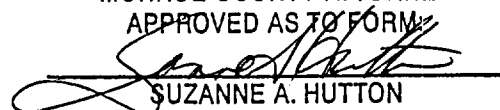
Witness:

FLORIDA KEYS MOSQUITO CONTROL DISTRICT
BOARD OF COMMISSIONERS

Stephen K. Smith, Chairman

Witness:

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY

Date 12/29/04